

Bilateral Agreements

			Supplier/Vendor/Non-Delta Party Address					
Supplier/Vendor/Non-Delta Party Name	Document Title	Dept or Contact Name for Non-Delta Party	Street Address (1)	Street Address (2)	City	State or Province	Zip or Postal Code	Country
Qatar Airways	Interline Ticketing and Baggage Agreement	Winston Mahibir	Almana Tower 9th Floor, Airport Road, P.O. Box 22550		Doha			Qatar
Quantem Aviation Services	Cargo Handling Agreement	Salvatore C. Calvino	38 Perimeter Road		Londonberry	NH	3053	USA
Regional Airlines (Casablanca)	Interline Ticketing and Baggage Agreement	A. El Wahidi	B.P. 12518	Ain Diab	Casablanca -Anfa			Morocco
Regional Airlines (subsidiary of AF)	Interline Ticketing and Baggage Agreement	See Air France						
Rio Sul Airlines	Interline Ticketing and Baggage Agreement	N. Guilhem	Av. Rio Branco, 85	6 Andar	Rio de Janeiro		20040-004	Brazil
Royal Air Cambodge	Interline Ticketing and Baggage Agreement	Morris Ong	206A Norodom Blvd.		Phnom Penh			Cambodia
Royal Air Maroc	Interline Ticketing and Baggage Agreement	Nancy Almaani	B.P.Aeroport		Casablanca -Anfa			Morocco
Royal Air Maroc	Standard Ground Handling Agreement -Simplified Procedure	Rachida Jabri	Pole Clients Sol	Zone Industrielle RAM	Nousser Casablanca			Morocco
Royal Aviation, Inc.	Deicing Agreement	No Contact Name Available	6700 Cote de liesse, Suite 503		Montreal, Quebec		H4T 1E3	CANADA
Royal Brunei Airlines	Interline Ticketing and Baggage Agreement	D.K. Sharinah	P.O. Box 737, Bandar Seri Begawan 1907		Darussalam			Brunei
Royal Jordanian	Interline Ticketing and Baggage Agreement / Reduced Rate	Cynthia Schtakleff	P.O. Box 302		Amman			Jordan
Royal Jordanian Airlines	Standard Ground Handling Agreement	Omar Ismail	Housing Bank Commercial, Center	P. O. Box 302	Amman 11118			Jordan
Royal Nepal Airlines Corporation	Interline Ticketing and Baggage Agreement	M.P. Khanal	RNAC Bldg. Kanti Path		Kathmandu			Nepal
Royal Swazi National Airways Corp. Ltd.	Interline Ticketing and Baggage Agreement	A. Nxumalo	P.O. Box 939		Manzini			Swaziland
Royal Tongan Airlines	Interline Ticketing and Baggage Agreement	Bernard Lal	Private Bag 9		Nuku Alofa			Tonga
Rwandair	Interline Ticketing and Baggage Agreement	F. Kassami	PO Box 7275		Kigali			Rwanda
Ryan International Airlines, Inc.	Aircraft Deicing Services	Mr. Ray Thomas	266 North Main		Wichita	KS	67202	USA
Ryan International Airlines, Inc.	Standard Ground Handling Agreement	Mike Traugott	266 North Main		Wichita	KS	67202	
Sabena Belgian World Airlines	Ground Handling Agreement	Mr. George A. Soliman	Building 57 - John F. Kennedy International Airport		Jamaica	NY	11430	USA
Sahara Indian Airlines	Interline Ticketing and Baggage Agreement	D. Malhotra	14 Katsurba Gandhi Marg	7-F Amadeep Bldg	New Delhi		110001	India

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SAM	Interline Ticketing and Baggage Agreement	J. Ordonez	Centro Administrativo Avianca Avenida Eldorado No. 93-30		Bogota			Colombia
Santa Barbara Airlines	Interline Ticketing and Baggage Agreement	F. Entrena	Calle 38, Edificio Tokay	Piso 2, La Urbina	Caracas			Venezuela
SATA Air Acores	Interline Ticketing and Baggage Agreement	C. Medeiros	Av Infante D. Henrique, 55-2		Ponta Delgada	Azores	9500	Portugal
Sata Internacional, Servicos e Transportes S.A.	Standard Ground Handling Agreement	Liberal Correia	Avenida Inf.D.Henrique 55-1	9504-528 Ponta Delgada	S. Miguel - Azores			Portugal
SATA Intl Airlines	Interline Ticketing and Baggage Agreement	J. Furtado	Av. Infante D. Henrique, 55-1	Ponta Delgada	S. Miguel	Azores	9500	Portugal
Saudi Arabian Airlines	Interline Ticketing and Baggage Agreement / Reduced Rate	Thomas Quinn	CC:032 P.O. Box 620		Jeddah			Saudi Arabia
Saudi Arabian Airlines Corporation	Ground Handling Agreement	Mr. Abdulkader O. Al-Jarrah	2600 Virginia Avenue, NW Suite 903		Washington	DC	20037	USA
Saudi Arabian Airlines Corporation	Ground Handling Services	Mr. Abdulkader O. Al-Jarrah	2600 Virginia Avenue, NW Suite 903		Washington	DC	20037	USA
Saudi Arabian Airlines Corporation	Standard Ground Handling Agreement	Raymond O'Flaherty	2600 Virginia Avenue, NW	Suite 903	Washington	DC	20037	
Scandinavian Airlines System	Interline Ticketing and Baggage Agreement / Reduced Rate	Laura Mauritsen	Foresundaviks Alle 1		S-195 87 Stockholm			Sweden
Scandinavian Airlines	Deicing Agreement	Mr. Lief G. Andersson	Newark International Airport		Newark	NJ	07114	USA
Scenic Airlines	Interline Ticketing and Baggage Agreement	Robert Graff	2705 Airport Drive		North Las Vegas	NV	89030	USA
SCNF	Intermodal Agreement	Interline Manager	2 Rue Traversiere		Paris		75012	France
Scot Air	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	J. Froggett	Cambridge Airport		Cambridge	England	CB 58 RT	United Kingdom
Scott Aviation, Inc.	Standard Ground Handling Agreement	Geoff Hodgson	2755 International Drive		West Chicago	IL	60185	
Sempati Air	Interline Ticketing and Baggage Agreement	Suroso Wening	Ground Floor, Terminal Bldg., Halim Perdanakusuma		Jakarta, 13610			Indonesia
Sheznen Airlines	Interline Ticketing and Baggage Agreement	M. Yunchun	Bao'an Intl Airport		Shenzen		518128	People's Republic of China
Shuttle America, d/b/a US Airways Express	Master Agreement for Deicing/Anti-Icing Services	Lee Hayes	1102 West Perimeter Road		Ft. Wayne	IN	46809	United States
Siberia Airlines	Interline Ticketing and Baggage Agreement	I. Aleksandrovsky	4 Frunze St.		Novosibirsk		630091	Russian Federation

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Silkair	Interline Ticketing and Baggage Agreement / Reduced Rate	B. Singh	SIA Superhub, 5th Sotrey Core L 30 Airline		Singapore 1781			Singapore
Simmons Airlines	Interline Ticketing and Baggage Agreement	Tricia Frank	O'Hare International Airport MD H951 Terminal 3 Mezzanine	P.O. Box 55374	Chicago	IL	60666	USA
SIMMONS AIRLINES, DBA AMERICAN	Master Agreement for Deicing/Anti-Icing Services	R. L. Richards	DFW International Airport	1700 West 20th Street	Dallas	TX	75261-2527	
Singapore Airlines Limited	Ground Handling Agreement	Mr. K. C. Koh	Terminal 3, 4th Floor JFK International Airport		Jamaica	NY	11430	USA
Singapore Airlines Ltd.	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Walter Meyer	P.O. Box 501, Airmail Transit Centre		Singapore 918101			Singapore
Sky Airlines	Interline Ticketing and Baggage Agreement	R. Dussert	Andres de Fuenzalida 55	Providencia	Santiago		Chile	
Sky West Airlines, Inc.	Janitorial Services	Adam Barnes	P.O. Box 17361	Dulles International Airport	Washington	D.C.	20041	USA
Skywest Airlines	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Pat Ava	444 South River Rd.		St. George	UT	84790	USA
SkyWest Airlines	Agreement for Refuse Removal Services	Mr. Dave Leckter	1099 Miller Drive		Apopka	Florida	32703	USA
SkyWest Airlines, Inc.	Into-Plane Fuel Service Agreement	Graham Evans	28100 Torch Pkwy	Mail Code 7 N	Warrenville	Illinois	60515	USA
SKYWEST AIRLINES, INC.	Ground Handling Agreement	Mr. Jerry Atkin	P.O. Box 17163		Portland	OR	97217	USA
SKYWEST AIRLINES, INC.	Master Agreement for Deicing/Anti-Icing Services	James K. Boyd	444 South River Road		St. George	UT	84790-2086	
SKYWEST AIRLINES, INC.	Standard Ground Handling Agreement	James K. Boyd	444 South River Road		St. George	UT	84790-2086	
SN Brussels	Interline Ticketing and Baggage Agreement / Reduced Rate	Diane Gemayel	Sabena House, Box 27 Brussels National Airport		B-1930 Zaventem			Belgium
Societe Air France	Master Agreement for Deicing/Anti-Icing Services	Denis Hasdenteufel	JFK International Airport	Building 52	Jamaica	NY	11430	
Societe Air France	Standard Ground Handling Agreement	Denis Hasdenteufel	JFK International Airport	Building 52	Jamaica	NY	11430	
Societe Air France	X-Ray Equipment Use Cost Sharing Agreement	Denis Hasdenteufel	JFK International Airport	Building 52	Jamaica	NY	11430	
Societe Air France	Cargo Handling Agreement	Purchasing Department	1 Place de Londres BP 10201	95703 Roissy	CDG	CEDEX		France
Societe Air France	Cargo Handling Agreement	Purchasing Department	1 Place de Londres BP 10201	95703 Roissy	CDG	CEDEX		France

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Solomon Airlines	Interline Ticketing and Baggage Agreement	Wilson Nn'ee	P. O. Box 23		Honiara			Solomon Islands
South African Airways	Interline Ticketing and Baggage Agreement / Reduced Rate	J. Sepeng	P. O. Jan Smuts Airport, 1627 Commercial Opns. Bldg.		Transvaal			South Africa
South African Airways (Pty.) Limited (Inc.)	Diversion Handling Services Agreement	Lee-Anne Swart	Airways Park, Jones Road	Johannesburg International Airport	Kempton Park		1627	South Africa
South African Airways (Pty.) Limited (Inc.)	Standard Ground Handling Agreement	Lee-Anne Swart	Airways Park, Jones Road	Johannesburg International Airport	Kempton Park		1627	South Africa
South African Airways (Pty.) Limited (Inc.)	X-Ray Equipment Use Cost Sharing Agreement	Lee-Anne Swart	Airways Park, Jones Road	Johannesburg International Airport	Kempton Park		1627	South Africa
Southeast Airlines, Inc.	Charter Ground Handling Master Agreement	Tom Kolfenbach	12552 Belcher Road		Largo	FL	33773	
Southern Winds	Interline Ticketing and Baggage Agreement	A. Rintisch	Av Figueroa Alcorta 192		Cordoba	Cordoba	X5000 KFO	Argentina
Southwest Airlines Co.	Deicing Services	Ms. Leslie Carr	P.O. Box 60562 IAH-3MT		Houston	TX	77205-0562	USA
Southwest Airlines Co.	Master Agreement for Deicing/Anti-Icing Services	James R. Ottman	P.O. Box 60562	IAH-3MT	Houston	TX	77205-0562	
Southwest Airlines Co.	Standard Ground Handling Agreement	James R. Ottman	P.O. Box 60562	IAH-3MT	Houston	TX	77205-0562	
Spanair, S.A.	Interline Ticketing and Baggage Agreement	Ricardo Roda	Edificio Spanair P. O. Box 50086		07000 Palma De Mallorca			Spain
Spirit Airlines, Inc.	Diversion Handling Services Agreement	Melodie Buskirk	2800 Executive Way		Miramar	FL	33025	
Spirit Airlines, Inc.	Ground Handling Agreement	Mr. Jacques Beaumier	2800 Executive Way		Miramar	FL	33025	USA
Spirit Airlines, Inc.	Master Agreement for Deicing/Anti-Icing Services	Melodie Buskirk	2800 Executive Way		Miramar	FL	33025	
Spirit Airlines, Inc.	Standard Ground Handling Agreement	Melodie Buskirk	2800 Executive Way		Miramar	FL	33025	
SportsJet LLC	Standard Ground Handling Agreement	Steve Kasteler	2730 Sky Harbor Blvd.		Phoenix	AZ	85034	United States
Sudan Airways Co. Ltd.	Interline Ticketing and Baggage Agreement	Dr. M.A.A. Faith	S.D.C. Bldg., New Extension Street No. 19 P. O. Box 253		Khartoum			Sudan
Sun Pacific International Airline, Inc.	Standard Ground Handling Agreement	David Kinsey	2502 East Benson Highway		Tucson	AZ	85706	

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Sun West International, LLC	Standard Ground Handling Agreement	Tony Heinz	3650 South Point Circle	Suite 201	Laughlin	NV	89029	
Sunworld International Airlines, Inc.	Standard Ground Handling Agreement	Wayne R. Cowley	Sunworld International Airport	11 Spiral Drive, Suite 15	Florence	KY	41042	
Surinam Airways Ltd.	Interline Ticketing and Baggage Agreement	Gene Fung-loy	P. O. Box 2029		Paramaribo			Suriname
Swiss Air Transport Co., Ltd.	Standard Ground Handling Agreement	Claude Catto	MZ / MGQP / P. O. Box 8058	Zurich-Airport	Zurich			Switzerland
Swiss Air Transport Co., Ltd.	X-Ray Equipment Use Cost Sharing Agreement	Claude Catto	MZ / MGQP / P. O. Box 8058	Zurich-Airport	Zurich			Switzerland
Swiss International Air Lines Ltd., d/b/a Swiss	Ground Handling Agreement	Mr. Claude Catto	Kanalstrasse 30 - 2. Stock c/o Swissair/Swiss		Glattbrugg		8152	Switzerland
Swiss International Air Lines Ltd., d/b/a Swiss	Standard Ground Handling Agreement	Claude Catto	Kanalstrasse 30 - 2 Stock	c/o Swissair/Swiss	8152 Glattbrugg			Switzerland
Swiss International Airlines Ltd. d/b/a SWISS	Cargo Handling Agreement	Benno Forster	Building 56	Logan International Airport	Boston	MA	2128	USA
SWISS INTL AIRLINES	Interline Ticketing and Baggage Agreement	Josef Felder	P. O. Box		Basel Airport		CH4002	Switzerland
Swissport USA, Inc.	Cargo Handling Agreement	Director-Cargo Operations	4560 South Blvd.	ste 202	Virginia Beach	VA	23452-1160	USA
TAAG	Interline Ticketing and Baggage Agreement	Carlos Anapaz	Rua da Missao 123, P.O. Box 79		Luanda			Angola
TACA International Airlines, S.A.	Diversion Handling Services Agreement	Eduardo J. Iglesias, Esp.	Edificio Caribe 2a Planta		San Salvador			El Salvador
TACA Intl. Airlines - Grupo Taca (Aviateca, Nica, Lacsa, TacaPeru)	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Peter Messina	P.O. Box 591410		Miami	FL	33159-1410	USA
TAP Air Portugal	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Rose Antunes	Apartado 5194		1704 Lisboa Codex			Portugal
Tarom Romanian Air Transport	Interline Ticketing and Baggage Agreement	Adrian Sidarov	Bucuresti Soseaua, Bucuresti-Ploiesti	KM 16.5				Romania
Tarom Romanian Airlines	Ground Handling Agreement	Ms. Marta Danciv	342 Madison Avenue, #213		New York	NY	10173	USA
Taughannock Aviation	Master Agreement for Deicing/Anti-Icing Services	Nancy Pepin	Tompkins County Airport		Ithaca	NY	14850	
TEM Enterprises, Inc., d/b/a Casino Express	Deicing Services	Mr. Jim Avjain	976 Mountain City Highway		Elko	NV	89801-2728	USA
TEM Enterprises, Inc., d/b/a Casino Express	Ground Handling Agreement	Mr. Jim Avjain	976 Mountain City Highway		Elko	NV	89801-2728	USA
TEM Enterprises, Inc., d/b/a Casino Express	Standard Ground Handling Agreement	Arthur W.L. Moses, Sr.	976 Mountain City Highway		Elko	NV	89801-2728	

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Thai Airways Intl.	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Chalermkiat Suvanamas	89, Vibhavadi, Rangsit Road, P.O. Box 1075		Bangkok 10900			Thailand
Tradewinds Airlines Inc.	Deicing Services Agreement	Mr. Rich Canovia	243-A Burgess Rd.		Greensboro	NC	27409	USA
Tradewinds Airlines Inc.	Master Agreement for Deicing/Anti-Icing Services	Rich Canovia	243-A Burgess Rd.		Greensboro	NC	27409	
Trans States Airlines	Master Agreement for Deicing/Anti-Icing Services	Rick Leach	9275 Genaire Drive		St. Louis	MO	63134	
Trans States Airlines, Inc.	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	William Mishk	9275 Genaire Drive		St. Louis	MO	63134	USA
Trans World Airlines, Inc.	Master Agreement for Deicing/Anti-Icing Services	Don L. Tinsley	One City Centre, 515 N. 6th Street	Attention: General Counsel	Kansas City	MO	63101	
Trans World Airlines, Inc.	X-Ray Equipment Use Cost Sharing Agreement	Don L. Tinsley	One City Centre, 515 N. 6th Street	Attention: General Counsel	Kansas City	MO	63101	
Transaero Airlines	Interline Ticketing and Baggage Agreement	M. Mamonova	Sheremetyevo Airport		103350 Moscow			Russian Federation
Transasia Airways	Interline Ticketing and Baggage Agreement	Itoy Wang	8F, No. 139 Cheng Chou Road		Taipei Taiwan			China
Transavia Airlines	Interline Ticketing and Baggage Agreement	R. Huisamn	P. O. Box 7777, 1118 ZM Schiphol Airport					Netherlands
TransMeridian Airlines	Charter Ground Handling Master Agreement	Gerardo Rimbaut	420 Thornton Road, #101		Lithia Springs	GA	30122	
TransMeridian Airlines	Master Agreement for Deicing/Anti-Icing Services	Gerardo Rimbaut	420 Thornton Road, #101		Lithia Springs	GA	30122	
TransMeridian Airlines	Standard Ground Handling Agreement	Gerardo Rimbaut	420 Thornton Road, #101		Lithia Springs	GA	30122	
Trinidad and Tobago (BWIA Intl.) Airways Corp.	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Joann Edwards	Administration Bldg., Golden Grove Road		Piarco			Trinidad and Tobago
TriStar Airlines, Inc.	Ground Handling Agreement	Mr. Gus Herrera	1050 East Flamingo Road Suite 105		Las Vegas	NV	89119	USA
Tunis Air	Interline Ticketing and Baggage Agreement	H.A. Tahar	Boulevard 7 November		2035 Tunis Carthage			Tunisia
Turismo Tony Perez, Inc.	Charter Ground Handling Master Agreement	Tony Perez	167 Calle San Jorge		San Juan		00911	Puerto Rico
Turkish Airlines, Inc.	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Michael Lidwin	THY Genel Mudurlugu, Ataturk Hava Limani, 34 830		Istanbul			Turkey
Tyrolean Airlines	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Rosi Pellegrini	Furstenweg 80		A-6020, Innsbruck			Austria

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United Air Lines, Inc.	Airport Annex to Airport Services Master Agreement	Mr. Jim McCarthy	1007 Virginia Avenue, Suite 100	P.O. Box 20706, Dept. 937	Atlanta	Georgia	30320-6001	USA
United Air Lines, Inc.	Emergency Deicing Services	Mr. Jerry Bell	1200 E. Algonquin Road		Elk Grove Township	IL	60007	USA
United Air Lines, Inc.	Equipment Use Agreement	Bob Manrose	1200 E. Algonquin Road		Elk Grove Township	IL	60007	
United Air Lines, Inc.	Master Agreement for Deicing/Anti-Icing Services	Bob Manrose	1200 E. Algonquin Road		Elk Grove Township	IL	60007	
United Air Lines, Inc.	Standard Ground Handling Agreement	Bob Manrose	1200 E. Algonquin Road		Elk Grove Township	IL	60007	
United Air Lines, Inc.	Triturator Use Agreement	Bob Manrose	1200 E. Algonquin Road		Elk Grove Township	IL	60007	
United Air Lines, Inc.	X-Ray Equipment Use Cost Sharing Agreement	Bob Manrose	1200 E. Algonquin Road		Elk Grove Township	IL	60007	
United Airlines, Inc.	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Nicolas Ferri	P. O. Box 66100		Chicago	IL	60666	USA
United Parcel Service Co.	Aircraft Deicing Agreement	Mr. Gary Jacobs	911 Grade Lane ASC Bld #2 3rd Floor		Louisville	KY	40213	USA
United Parcel Service Co.	Master Agreement for Deicing/Anti-Icing Services	Gary Jacobs	911 Grade Lane ASC Bld #2	3rd Floor	Louisville	KY	40213	
United Parcel Service Co.	Standard Ground Handling Agreement	Gary Jacobs	911 Grade Lane ASC Bld #2	3rd Floor	Louisville	KY	40213	
UPS	Interline Reduced-Rate Agreement	VP/Airline Operations	9504 Williamsburg Plaza		Louisville	KY	40222	USA
US Airways	Airport Annex to Airport Services Master Agreement	Mr. Jim McCarthy	1007 Virginia Avenue, Suite 100	P.O. Box 20706, Dept. 937	Atlanta	Georgia	30320-6001	USA
US Airways, Inc.	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Martin St. George	799 Hanes Mall Boulevard F450		Winston-Salem	NC	27103	USA
US Airways, Inc.	Master Agreement for Deicing Services	Mr. Joseph Bacco	2345 Crystal Drive		Arlington	VA	22227	USA
US Airways, Inc.	Master Agreement for Deicing/Anti-Icing Services	Brian Davis	2345 Crystal Drive		Arlington	VA	22227	
US Airways, Inc.	X-Ray Equipment Use Cost Sharing Agreement	Brian Davis	2345 Crystal Drive		Arlington	VA	22227	
USAir Express	Interline Ticketing and Baggage Agreement / Reduced Rate	See US AIRWAYS	1000 Rosedale Avenue, Suite a		Middletown	PA	17057	USA
USAir Express	Master Agreement for Deicing/Anti-Icing Services	Manuel Lopez	435 Clark Road	Suite 101	Jacksonville	FL	32218	
Uzbekistan Airways	Interline Ticketing and Baggage Agreement	S. Ruzimuradov	41 Novarounnahr		Tashkent		700060	Uzbekistan

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Vanguard Airlines, Inc.	Ground Handling Agreement	Mr. J. E. Eckart	533 Mexico City Avenue Kansas City International Airport		Kansas City	MO	64153	USA
Vanguard Airlines, Inc.	Master Agreement for Deicing/Anti-Icing Services	J. E. Eckart	533 Mexico City Avenue	Kansas City International Airport	Kansas City	MO	64153	
Varig	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Claudie Warshawer	Av. Almt Silvio de Noronha 365, Sala 393 Castelo		Rio de Janeiro			Brazil
Varig, S.A.	Ground Handling Agreement	Mr. Carlos Jose Berardinelli Nunes	Avenida Silvio De Noronha 361		Rio De Janeiro-RJ		20021-010	Brazil
VASP	Interline Ticketing and Baggage Agreement	Jose W. Ferreira	praca Comte. Lineu Gomes S/N, Aeroporto de Congonhas		04695 Sao Paulo			Brazil
VCC Cargo Services, Inc.	Cargo Handling Agreement	George L. Martin	6500 Silver Dart Drive		Mississauga	Ontario		Canada
VIASA International Airways	Ground Handling Services	No Contact Name Available	630 Fifth Avenue		New York	NY	10020	USA
Vieques Air Link, Inc	Interline Ticketing and Baggage Agreement	Osvaldo Gonzalez	P.O. Box 1567, Antonio G. Mellado #360		Vieques 00765			Puerto Rico
Vietnam Airlines	Interline Ticketing and Baggage Agreement	T.M. Hoan	Gia Lam Airport		Hanoi		1000	Viet Nam
Virgin Atlantic Airways Ltd.	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	Donald McCulloch	3rd Floor Griffin House, High Street, Crawley		West Sussex RH10 1DQ			UK
Virgin Atlantic Airways, Ltd.	Ground Handling Agreement	Mr. Ian P. Craft	747 Belden Avenue		Norwalk	CT	06850	USA
Virgin Atlantic Airways, Ltd.	Standard Ground Handling Agreement	Ian P. Craft	747 Belden Avenue		Norwalk	CT	06850	
VLM Airlines	Interline Ticketing and Baggage Agreement	E. van der Klugt	PO Box 50	Intl Luchthaven Antwerpen	Antwerp		B-2100	Belgium
Volare Airlines	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	G. Perniceni	Via G.B. Pirelli 20		Milan		20124	Italy
Western Pacific Airlines, Inc.	Standard Ground Handling Agreement	Anne Roth	2864 S. Circle Drive	Suite 1000	Colorado Springs	CO	80906	
Windward Islands Airways (WINAIR)	Interline Ticketing and Baggage Agreement / Reduced Rate Agreement	D. Spellman	PMB 122	5224 Weswt State Rd 46	Sanford	FL	32771	USA
World Airways, Inc.	Charter Ground Handling Master Agreement	Bill Baker	101 World Drive		Peachtree City	GA	30269	
World Airways, Inc.	Master Agreement for Deicing Services	Ms. Ann Aktabowski	101 World Drive		Peachtree City	GA	30269	USA

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World Airways, Inc.	Standard Ground Handling Agreement	Bill Baker	101 World Drive		Peachtree City	GA	30269	
World Airways, Inc.	X-Ray Equipment Use Cost Sharing Agreement	Bill Baker	101 World Drive		Peachtree City	GA	30269	
Yemenia Yemen Airways	Interline Ticketing and Baggage Agreement	H. A. Sobi	P.O. Box 1183		SANA'A			Yemen

EXHIBIT B

Amended and Restated UATP Participation Agreement.

FILED UNDER SEAL

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re:

DELTA AIR LINES, INC., et al.,

Debtors.
----- X

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:
Chapter 11 Case No.

:
05-_____ ()

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(Jointly Administered)
:
:

ORDER PURSUANT TO SECTIONS 105(a), 362(d) AND 365(a) OF THE
BANKRUPTCY CODE AND RULE 6006 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE (i) APPROVING ASSUMPTION OF INTERLINE
AGREEMENTS, CLEARINGHOUSE AGREEMENTS, ARC AGREEMENTS,
BILLING AND SETTLEMENT PLAN AGREEMENTS, CARGO AGREEMENTS,
AND THE UATP AGREEMENT, (ii) AUTHORIZING DEBTORS TO HONOR
PREPETITION OBLIGATIONS RELATED TO , SKYTEAM ALLIANCE
AGREEMENTS, THE US CARGO SALES JOINT VENTURE AGREEMENT,
THE DOMESTIC ALLIANCE AGREEMENTS AND CODE SHARE
AGREEMENTS, GDS AGREEMENTS, TRAVEL AGENCY AGREEMENTS,
CARGO AGENCY AGREEMENTS, IN-TO PLANE SERVICE COMPANY
CLAIMS, TECHNICAL SERVICES SALES AGENT AGREEMENTS, THE
ATPCO AGREEMENT, FOREIGN DEEDS OF UNDERTAKING AND THE SAFI
ARRANGEMENT AND (iii) MODIFYING THE AUTOMATIC STAY SOLELY
TO THE EXTENT NECESSARY TO EFFECTUATE THE INTENDED RELIEF

Upon the motion dated September 14, 2005 (the “**Motion**”)¹ of Delta Air
Lines Inc., and those of its subsidiaries that are debtors and debtors in possession
(collectively, the “**Debtors**”),² pursuant to sections 105(a) and 365(a) of title 11 of the
Bankruptcy Code, for approval to (i) assume the Interline Agreements, the Clearinghouse

¹ Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Motion.

² The Debtors are the following entities: ASA Holdings, Inc.; Comair Holdings, LLC; Comair, Inc.; Comair Services, Inc.; Crown Rooms, Inc.; DAL Aircraft Trading, Inc.; DAL Global Services, LLC; DAL Moscow, Inc.; Delta AirElite Business Jets, Inc.; Delta Air Lines, Inc.; Delta Benefits Management, Inc.; Delta Connection Academy, Inc.; Delta Corporate Identity, Inc.; Delta Loyalty Management Services, LLC; Delta Technology, LLC; Delta Ventures III, LLC; Epsilon Trading, Inc.; Kappa Capital Management, Inc.; and Song, LLC.

Agreements, the ARC Agreements, the BSP Agreements, the Cargo Agreements, and the UATP Agreement, and (ii) honor prepetition obligations related to the SkyTeam Alliance Agreements, the US Cargo Sales Joint Venture Agreement, the Domestic Alliance Agreements, the Code Share Agreements, the GDS Agreements, the Travel Agency Agreements, the Cargo Agency Agreements, the In-to Plane Service Company Claims, the Technical Services Sales Agent Agreements, the ATPCO Agreement, the Foreign Deeds of Undertaking and the SAFI Arrangement, as more fully described in the Motion; and upon consideration of the Declaration of Edward H. Bastian Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”) in Support of First-Day Motions and Applications dated as of the Petition Date; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Office of the United States Trustee for the Southern District of New York, those creditors holding the five largest secured claims against the Debtors’ estates and those creditors holding the thirty largest unsecured claims against the Debtors’ estates, and it appearing that no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion and having held a hearing with appearances of parties in interest noted in the

transcript thereof (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the relief requested in the Motion is hereby granted on an interim basis; and it is further

ORDERED that the Interline Agreements, including, but not limited to those Bilateral Agreements listed on Exhibit A to the Motion, the Clearinghouse Agreements, the ARC Agreements, the BSP Agreements, the Cargo Agreements, and the UATP Agreement (the “**Assumed Contracts**”) are assumed by the Debtors effective as of the date of this Order; and it is further

ORDERED that the Debtors shall cure any defaults under the Assumed Contracts, and shall pay any other amounts necessary to assume the Assumed Contracts in the ordinary course of business; and it is further

ORDERED that the Debtors have provided adequate assurance of future performance under the Assumed Contracts as required pursuant to section 365(b) of the Bankruptcy Code, without requiring any further action; and it is further

ORDERED that, pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized but not directed to pay all prepetition obligations related to the SkyTeam Alliance Agreements, the US Cargo Sales Joint Venture Agreement, the Domestic Alliance Agreements, the Code Share Agreements, the GDS Agreements, the Travel Agency Agreements, the Cargo Agency Agreement, the In-To Plane Service Company Claims, the Technical Services Sales Agent Agreements, the ATPCO

Agreement, the Foreign Deeds of Undertaking and the SAFI Arrangement; and it is further

ORDERED that the automatic stay is hereby modified solely to the extent necessary to enable the Debtors and the counterparties to the Assumed Contracts and the contracts giving rise to the Prepetition Obligations to participate in routine billings and settlements in accordance with the terms of such contracts in the ordinary course of business; and it is further

ORDERED that in accordance with this Order and any other order of the Court, each of the banks and financial institutions at which the Debtors maintain their accounts relating to the payment of claims that the Debtors request authority to pay in this Motion, is authorized to honor checks presented for payment, and to honor all fund transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in such accounts; and it is further

ORDERED that within three (3) business days of the entry of this order (the “**Order**”), the Debtors shall serve a copy of the Order and the Motion on (i) the U.S. Trustee, (ii) those creditors holding the thirty largest unsecured claims against the Debtors’ estate, (iii) those creditors holding the five largest secured claims against the Debtors and (iv) the counterparties to the Assumed Contracts reasonably identifiable by the Debtors (collectively, the “**Notice Parties**”); and it is further

ORDERED that any objection to the relief requested in the Motion on a permanent basis must, by 4:00 p.m. (prevailing Eastern Time) on the fifteenth (15th) day after the date hereof, be: (i) filed with the Court, One Bowling Green New York, New York 10004-1408, and (ii) actually received by (a) the Office of the United States Trustee,

33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Greg M. Zipes, Esq., (b) attorneys for the Debtors, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Esq., (c) attorneys for any official committee then-appointed in these cases, (d) attorneys to the agent for the Debtors' post-petition lenders, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: George A. Davis and (e) counsel for American Express Travel Related Services Company, Inc., Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Jeffrey L. Schwartz and Joshua I. Divack; and it is further

ORDERED that a reply to an Objection may be filed with the Court and served on or before 12:00 p.m. prevailing Eastern Time on the day that is at least two (2) business days before the date of the applicable hearing; and it is further

ORDERED that as to the assumption of any Assumed Contract or payment of any Prepetition Obligation to which no Objections are timely filed and served as set forth herein, the Debtors shall, on or after the Objection Deadline, submit to the Court a final order granting the relief requested in the Motion, *nunc pro tunc* to the Petition Date, which order shall be submitted and may be entered with no further notice or opportunity to be heard afforded to any party; and it is further

ORDERED that if an Objection is timely filed, a hearing will be held on _____, 200_ at ____:____.m. to consider only the assumption of any Assumed Contract or payment of any Prepetition Obligation that is the subject of any such timely filed Objection; and it is further

ORDERED that the notice procedures set forth in the Motion are good and sufficient notice and satisfy Bankruptcy Rules 6006 and 9014, and Local Rules 6006-1(a)

and 9006-1 by providing the counterparties with a notice and an opportunity to object and be heard at a hearing; and it is further

ORDERED that this Court retains jurisdiction for all matters arising from or related to the implementation of this Order; and it is further

ORDERED that notwithstanding the possible applicability of Rules 6004(g), 7062 or 9014 of the Federal Rules of Bankruptcy Procedure, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion; and it is further

ORDERED that the requirement pursuant to Local Rule 9013-1(b) that the Debtors file a memorandum of law in support of the Motion is hereby waived.

Dated: New York, New York
_____, 2005

UNITED STATES BANKRUPTCY JUDGE